

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASES**

THE STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, on the 26<sup>th</sup> day of April, 2006, Robert Haltom; Jane Haltom Cote; Dana Haltom Freese; June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr.; Theodore F. Morton III; Edwin Morton; Cara Morton; Julia Morton Huber; Hazelwood Partners, L.P., a Texas limited partnership; Edna Hibbitts; Edna Wright; William Porter Hibbitts; and John M. Hibbitts (hereinafter sometimes collectively referred to as "Lessor") and Dale Resources, LLC entered into two certain Oil, Gas and Mineral Leases (the "Leases") covering the lands therein described located in Tarrant County, Texas; and

WHEREAS, Chesapeake Exploration, <sup>L.L.C. JCH</sup> LP (hereinafter referred to as "Lessee") is successor in interest to Dale Resources, LLC; and

WHEREAS Lessor and Lessee desire to amend the Leases and hereby agree that the royalty provisions in paragraph 10(M) of each Lease are hereby stricken in their entirety and replaced by the following paragraph 10(M) in each Lease:

"The royalties accruing to and payable to each Lessor under the terms of this Lease shall be owned by each Lessor based on each Lessor's ownership of the minerals in the individual tracts covered by this Lease."

NOW, THEREFORE, except as amended and modified herein, the Leases shall remain in full force and effect, and Lessor hereby GRANTS, LEASES and LETS the premises covered by the Leases unto Lessee, its successors and assigns, under all the terms, provisions, and conditions of the Leases, as herein amended and ratified.

This First Amendment of Oil, Gas and Mineral Leases may be executed in multiple counterparts, each of which will constitute an original instrument, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this instrument is executed this 25 day of Feb., 2009, but is made effective for all purposes as of April 26, 2006.

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County of Colfax  
State of NM  
Commission Expires 3-31-2012  
Rebecca S. Murphy

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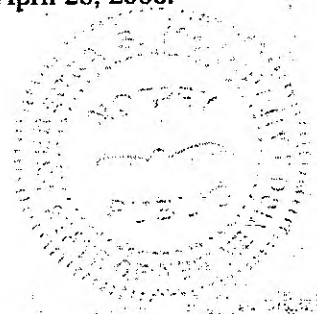
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State of NM  
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*Rebecca S. Murphy*



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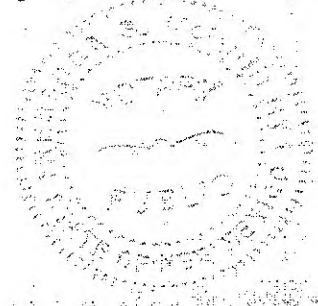
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State of TX  
Commission Expires 3-31-2012  
Rebecca S. Murphy



OPN  
by P.O.W.  
for  
EDNA HIBBITTS,  
EDNA WRIGHT,  
WILLIAM PORTER  
HIBBITTS,  
& JOHN M.  
HIBBITTS.

OPN  
for  
Hazelwood  
Partners LP

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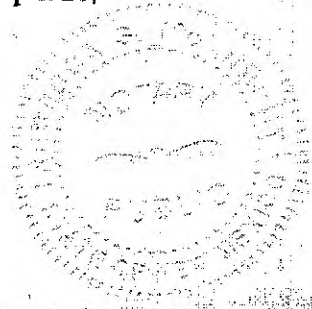
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*L.P.C. [Signature]*

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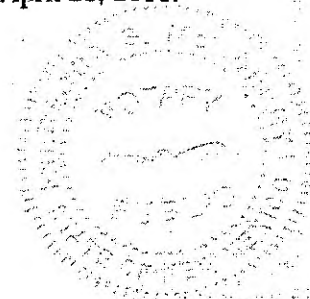
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LESSOR:



Robert Haltom

Jane Haltom Cote

Dana Haltom Freese

June Morton McAllister, individually and as  
Independent Executrix of the Estate of Theodore  
F. Morton, Jr.

Theodore F. Morton III

Edwin Morton

Cara Morton

Estate of Julia Morton Huber, by William Haltom  
Huber, Co-executor



**LESSOR:**

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*Jane Haltom Cote*  
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Dana Haltom Freese

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Dana Haltom Freese

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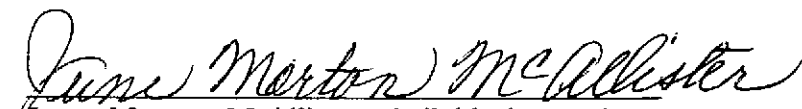
**Robert Haltom**

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**Jane Haltom Cote**

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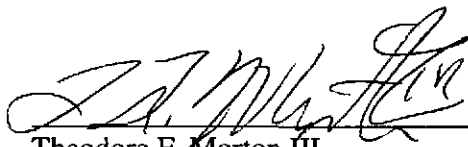
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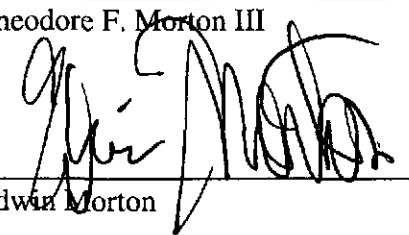
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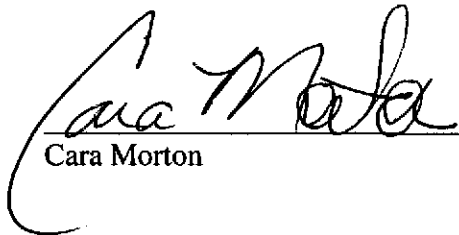
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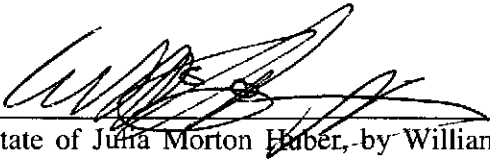
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Edwin Morton


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Cara Morton



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Estate of Julia Morton Huber, by William Haltom  
Huber, Co-executor

  
Estate of Julia Morton Huber, by Joe Minton, Jr.,  
Co-executor



Hazelwood Partners, L.P., a Texas limited  
Partnership

By: Newberry Management, L.L.C., its sole  
General Partner

By: \_\_\_\_\_  
O. P. Newberry III, Manager

\_\_\_\_\_  
Edna Hibbitts by O. P. Newberry III, attorney-in-  
fact

\_\_\_\_\_  
Edna Wright by O. P. Newberry III, attorney-in-fact

\_\_\_\_\_  
William Porter Hibbitts by O. P. Newberry III,  
attorney-in-fact


\_\_\_\_\_  
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Estate of Julia Morton Huber, by Joe Minton, Jr.,  
Co-executor

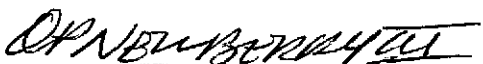
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fact

  
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William Porter Hibbitts by O. P. Newberry III,  
attorney-in-fact

  
John M. Hibbitts by O. P. Newberry III, attorney-in-  
fact

**LESSEE:**

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

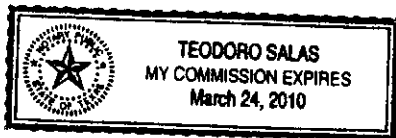
By: \_\_\_\_\_

Henry J. Hood  
Senior Vice President - Land & Legal

Its: and General Counsel

STATE OF TEXAS       §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 26 day of April, 2009, by Robert Haltom, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Teodoro Salas

Notary Public for the State of Texas

Teodoro Salas

Printed Name of Notary

STATE OF TEXAS       §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 23<sup>RD</sup> day of FEBRUARY, 2009, by Jane Haltom Cote, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox

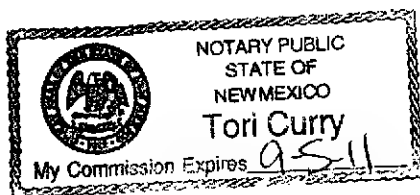
Notary Public for the State of Texas

MELANIE COX

Printed Name of Notary

STATE OF <sup>New Mexico</sup> ~~TEXAS~~ §  
COUNTY OF <sup>Taos</sup> ~~TARRANT~~ §

This instrument was acknowledged before me on the 18 day of Feb., 2009, by Dana Haltom Freese, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Tori Curry  
Notary Public for the State of ~~Texas~~ New Mexico  
Tori Curry  
Printed Name of Notary

STATE OF NEW MEXICO §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr., known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

\_\_\_\_\_  
Notary Public for the State of New Mexico  
\_\_\_\_\_  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

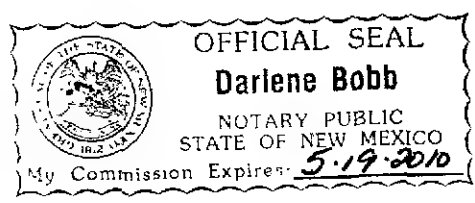
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\_\_\_\_\_  
Notary Public for the State of Texas

\_\_\_\_\_  
Printed Name of Notary

STATE OF NEW MEXICO §  
                                     §  
COUNTY OF LINCOLN §

This instrument was acknowledged before me on the 23rd day of February 2009, by June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr., known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Darlene Bobb  
Notary Public for the State of New Mexico  
Darlene Bobb  
Printed Name of Notary

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 2009, by Theodore F. Morton, III, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox  
Notary Public for the State of TEXAS  
MELANIE COX  
Printed Name of Notary

STATE OF CALIFORNIA §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Edwin Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

\_\_\_\_\_  
Notary Public for the State of California  
\_\_\_\_\_  
Printed Name of Notary

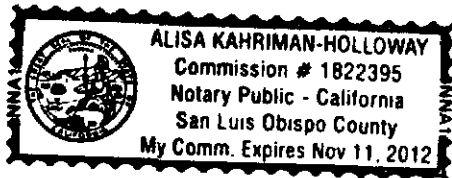
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 02/28/2009 before me, Alisa Kahrman-Holloway, Notary Public

personally appeared Edwin Morton



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document First Amendment of oil, gas & mineral leases

Title or Type of Document: See doc. & page 2

Document Date: 02/28/09 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

STATE OF NEW MEXICO           §  
  §  
COUNTY OF Colfax           §

This instrument was acknowledged before me on the 25 day of Feb., 2009, by Cara Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Rebecca S. Murphy  
Notary Public for the State of New Mexico  
Rebecca S. Murphy  
Printed Name of Notary

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by William Haltom Huber, Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Notary

STATE OF NEW MEXICO     §  
   §  
COUNTY OF \_\_\_\_\_ §


This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Cara Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

\_\_\_\_\_  
Notary Public for the State of New Mexico

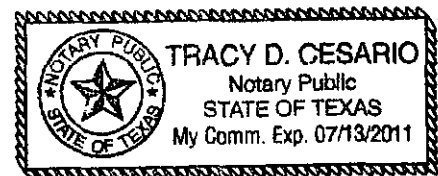
\_\_\_\_\_  
Printed Name of Notary

STATE OF Texas     §  
   §  
COUNTY OF Tarrant     §

This instrument was acknowledged before me on the 18th day of Feb., 2009, by William Haltom Huber, Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

  
\_\_\_\_\_  
Notary Public for the State of Texas

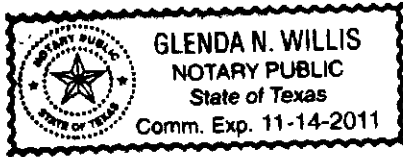
Tracy D. Cesario  
\_\_\_\_\_  
Printed Name of Notary





STATE OF Texas §  
COUNTY OF Tarrant §  
§

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 2009, by Joe Minton, Jr., Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Glenda Willis  
Notary Public for the State of Texas  
Glenda Willis  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of FEBRUARY 2009, by O. P. Newberry, III, Manager of Newberry Management, L.L.C., a Texas limited liability company, sole general partner of Hazelwood Partners, L.P., a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.



Melanie Cox  
Notary Public for the State of Texas  
MELANIE COX  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

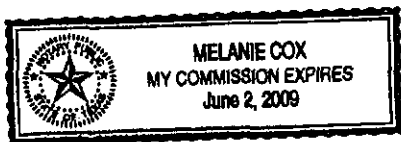
This instrument was acknowledged before me on the 17<sup>th</sup> day of FEBRUARY 2009, by O. P. Newberry, III, attorney-in-fact for Edna Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox  
Notary Public for the State of Texas  
MELANIE COX  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for Edna Wright, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox  
Notary Public for the State of Texas

MELANIE COX  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for William Porter Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox  
Notary Public for the State of Texas

MELANIE COX  
Printed Name of Notary

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for John M. Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox  
Notary Public for the State of Texas  
MELANIE COX  
Printed Name of Notary

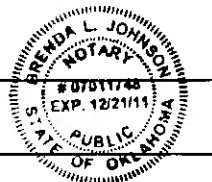
ACKNOWLEDGMENT

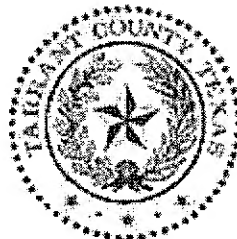
STATE OF OKLAHOMA       )  
                                     ) ss:  
COUNTY OF OKLAHOMA    )

This instrument was acknowledged before me on this 18<sup>th</sup> day of May, 2009, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

Brenda L. Johnson  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_





MATTHEW T TAPLETT ESQ  
306 W 7TH ST SUITE 901

FT WORTH TX 76102

Submitter: POPE HARDWICKE CHRISTIE SHELL KELLY RAY

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 06/03/2009 03:44 PM

Instrument #: D209147775

LSE 29 PGS

\$124.00

By: \_\_\_\_\_



**D209147775**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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